

SUBDIVISIONS

Developer Information for Subdivisions requiring the installation of Public Improvements



CARBON COUNTY PLANNING DEPARTMENT

Dave Levanger, Director of Planning
435-636-3261

Frankie Hathaway, Deputy Zoning Administrator
435-636-3260

August 8, 2012

Detailed requirements for developing a subdivision can be found in the Carbon County Development Code online at carboncountyutah.com. Find DEPARTMENTS then go to PLANNING & BUILDING, then Planning Documents then DEVELOPMENT CODE. Subdivisions are covered in Section 15 of the Development Code. Please familiarize yourself with ALL applicable sections of the Code.

1. Pre-submission conference. Any person wishing to subdivide land within the County shall secure from the Zoning Administrator information pertaining to the requirements for subdivisions and the County's plan of streets, parks, drainage, open space, access, zoning and other master plan requirements affecting the land to be subdivided. The Zoning Administrator will help you determine if the proposed subdivision meets the following requirements:

- a. Zoning
- b. Access
- c. Water – culinary and fire
- d. Sewer or Individual Wastewater Disposal (septic) system

2. Plan preparation by licensed surveyor and or Engineer. The developer shall have a licensed land surveyor prepare a subdivision plat to County specifications. The storm drainage plan, and all other requirements in Section 15, Development Code, shall be designed by a licensed Professional Engineer. Mountain Home, and some other subdivisions will require the development of a private water system for culinary and fire water. These plans are reviewed and approved by the Utah Department of Environmental Quality.

3. Submit a fire flow test from the Price River Water Improvement District, or the local fire department serving the area of the proposed development. The County requires a minimum flow of 500 gallons per minute, with a reduction allowed to 250 gallons per minute for the installation of an automatic fire sprinkling system, or when approved by the fire chief.

4. Submit plan, fees, etc. by Planning Commission deadline. The developer shall submit the subdivision plat, subdivision application forms, and pay zoning fees not less than fourteen (14) days prior to the next regularly scheduled Planning Commission meeting. The Planning Commission generally meets the first Tuesday of each month.

5. Obtain Planning Commission Approval of the Subdivision. The developer shall present his plans for the subdivision to the Planning Commission at three meetings and at a public hearing before the County Commission.

<u>Meeting</u>	<u>Fee</u>	<u>Valid for period of</u>
1. Concept Approval	\$5.00 per unit	none
2. Preliminary Approval	15.00 per unit	One Year
3. Final Approval	40.00 per unit	One Year

6. Planning Commission Takes Action on Final Plat. At the stage of final approval, The Planning Commission shall review the final plat, final engineering drawings, and any other required submissions, and shall act to a) recommend approval of the plan, b) recommend disapproval of the plan, or c) recommend approval of the plan subject to modifications.

7. County Commission takes action on Final Plat. Developer shall pay for an advertisement in the newspaper announcing a Public Hearing for final approval of the subdivision at a regularly held or special County Commission meeting. The public then has the opportunity for input, and the Commission considers the plat and other documents and facts and acts to approve or disapprove the plat, or approve it with modifications.

8. Developer posts financial guarantee. Upon approval of the final plat, the developer shall deliver a financial guarantee per Section 16 of the Development Code, along with any other required documents, plans or data.

9. Developer provides County with a Development Agreement. The developer will have an engineer prepare an estimate of total costs of the required public improvements as shown in Chapter 16 to be incorporated as part of the Development Agreement. A Sample Development Agreement is included in packet; to be drawn up by developer's attorney. All improvements must be completed within one year.

10. Developer provides County with a Title Report. A Title Report prepared by a professional title company must be provided to the Planning Staff.

11. Some developments require a Homeowners Association and other documents. If the development requires a Homeowners' Association, the developer will provide a copy of the Articles of Incorporation of the Homeowners Association, Covenants, Codes & Restrictions, and any other required documents to be recorded with the final plat.

12. Developer provides County the Mylar copy of final plat approved by the County Surveyor. County staff will procure all required signatures on plat, and will then contact the developer to take the plat, Articles of Incorporation, CC&R's, etc. to the Recorder's Office to be recorded.

Once the plat and attending documents have been recorded and the financial guarantee has been received by the County, the lots can be sold and building permits can be issued.

The applicant must submit the following documents with the application:

1. A signed statement from the serving water purveyor which states that culinary and fire water are available in the area of the proposed subdivision upon meeting requirements, or proof of water rights and a well or spring development permit from the Utah State Engineer for those areas not served by central water and sewer. Cisterns may be allowed in some zones when approved by the State and local Health Departments.
2. A letter from the sewer provider or from the Health District if sewer is not available, stating a suitable private or central wastewater disposal system (septic) is approved for the development.
3. Signature on the form provided in this packet of the County Road Department and/or the Utah Department of Transportation for access to the proposed subdivision.
4. Signature on the form provided in this packet stating approval by the County Weed Control Supervisor for control of noxious weeds.
5. Signature on the form provided in this packet stating approval by the County Engineer for storm drainage.

Contacts:

Price River Water Improvement District, Jeff Richens	637-6350
Southeastern Utah Health Department, Dr. Claron Bjork	637-3671
Utah Department of Environmental Quality, Dave Ariotti	637-3671
Scofield Sewer District, Sandy Lehman	636-3226
Department of Transportation, Dale Stapley	636-1470
State Water Engineer, Marc Stilson	613-3750

Surveyors:

Art Barker	637-2394
Evan Hansen	637-5748
John Huefner	637-0288
Cody Ware	613-1266
Morgan Moon	637-3437
Al Spensko	472-5596

Engineers

David Ariotti	472-0578
Blackhawk Engineering	637-2422
EIS Environmental	472-3814
Evan Hansen	637-5748
Hansen, Allen, Luce	636-8269
John Huefner	637-0288
Talon Resources	687-5310

The following signature blocks shall be used for ALL applications approved by the Planning Commission:

CARBON COUNTY PLANNING COMMISSION

Richard Tatton, Chairman

Date

OFFICE OF CARBON COUNTY ENGINEER

Ben Grimes, Deputy Carbon County Surveyor

Date

CARBON COUNTY ATTORNEY

Gene Strate

Date

COUNTY COMMISSION Presented to the Carbon County Commission,
THIS ____ DAY OF _____, 20____, at which time this Subdivision was Approved.

Commission Chairman

Attest: Robert P. Pero, Clerk

Recorded _____

State of Utah, County of Carbon, Recorded and filed at the request of

Date _____ Time _____ Book _____ Page _____

Vikki Barnett, County Recorder

DEVELOPMENT & SUBDIVISION IMPROVEMENT AGREEMENT

DRAFT DOCUMENT ONLY. Actual document to be prepared by developer's attorney using the following format. This document is available on carbon.utah.gov.

This AGREEMENT, made and entered into this _____ day of _____, 20____, by and between CARBON COUNTY, 120 East Main, Price, UT 84501, hereinafter the "COUNTY" and _____, hereinafter the "OWNER".

In consideration of the conditions and covenants set forth hereinafter, the parties agree as follows:

1. *Project Description;*

OWNER contemplates the development of _____,
(I.e. ABC Subdivision)

located in Carbon County, State of Utah; the name(s) and date(s) of approval by the Carbon County Commission are as follows:

<i>Name</i>	(i.e. Phase I, ABC Subdivision, etc.)	<i>Date</i>
	<i>of Approval</i>	
_____	_____	
_____	_____	
_____	_____	

The above shall be collectively referred to herein as "*the Project.*" OWNER is familiar with the Carbon County Development Code ("*the Code*") and the requirements contained in the Code pertaining to subdivisions.

2. *Bonding for Improvements;*

2.2 OWNER has provided a financial guarantee through _____
(Cash, performance bond, letter of credit)

with _____ in the amount of \$ _____
(Bank or Financial Institution)

which is for _____.
(Required improvements detailed in Schedule A, a part of this Agreement)

2.3 Should the County be notified that the surety described in 2.2 becomes insolvent or otherwise shall no longer act as surety, the Owner shall renew the surety with sufficient funds, within ten (10) days after receiving notice from County that the surety will no longer guarantee the project. The financial guarantee required in this Agreement shall not be exonerated until the date of the issuance of the *Final Approval and Acceptance* by the County. Twenty-five percent (25%) of the financial guarantee fixed herein shall be held for one (1) year after the issuance of the *Final Approval and Acceptance*, or any time fixed by the Carbon County Development Code or the Utah Code, whichever is the latest.

3. Term of Agreement; Extension of Time; Penalties;

3.1 The OWNER shall complete all improvements required under the Project and all requirements of this Agreement within one (1) year from the date of the execution of this Agreement, unless the term is extended as provided herein.

3.2 In the event that it is deemed necessary to extend the time for completion of the work contemplated by this Agreement, an extension may be granted by the Commission and shall in no way affect the terms of this agreement or release the surety given for the faithful performance of this agreement. Extensions shall be in writing, approved by the Commission and signed by Owner and the Commission.

3.3 In the event the Owner fails to install, complete, repair or replace the improvements required by this Agreement, according to the specifications, conditions of approval, County's standards and the quality of workmanship required by the County within the term of this Agreement or any extensions thereof pursuant to Paragraph 3.2, then the Guarantor of the (cash, bonds, letters of credit, etc.) shall pay on demand to the County such sums as are necessary, but not exceeding the amount held in escrow, to complete the installation of or to make necessary repairs to said improvements.

If the amount in escrow is insufficient to complete the Project as set forth herein, the County, at its option, shall cause the Project to be completed and the cost thereof shall become a lien against the uncompleted portion of the Project for any amounts so expended, including interest at the legal rate, and any engineering or legal costs incurred as a result of the Owner's failure to timely complete the Project.

4. Costs of Project; Approval by County Personnel;

The OWNER, at its sole cost and expense shall furnish all design, surveying, testing, labor, equipment, materials, traffic control and all other necessary items to construct and complete the Project in a good and workmanlike manner. The Project shall be completed by OWNER according to this Agreement, following the County's standards and any other conditions of approval and acceptance. All work shall be completed to the satisfaction of the Carbon County Zoning Administrator, County Engineer, and County Road Supervisor, or their representatives. The improvements shall not be deemed complete until approved and accepted by the Commission.

5. Additional Requirements;

5.1 In addition to the general requirements of the Carbon County Development Code and Utah Code, the OWNER shall complete the improvements and meet the regulatory requirements set forth on Schedule A attached hereto.

5.2 OWNER shall be responsible for the installation and maintenance of all improvements in any dedicated County street, private road or easement within the development or subdivision until a final inspection has been performed by the Carbon County Zoning Administrator, Carbon County Engineer, and Carbon County Road Superintendent, or their representatives, and an *ACCEPTANCE AND FINAL RELEASE* has been issued to the OWNER by the County. Any such street improvements, including sidewalks, curbs, gutters, waterways, driveways, manholes, valves, lighting, street paving, storm drains, street signs, water mains, sewer mains, laterals, meter boxes and fire hydrants, or any other improvement which fail or are damaged prior to said final inspection and acceptance of the improvements, shall be replaced or repaired by the OWNER. In the event that the OWNER does not replace or repair failed or damaged improvements within thirty (30) days of OWNER's receipt of written notification by the County, the County shall by the terms hereof be authorized to accomplish or cause to be accomplished, said repair or replacement and to bill the OWNER for the cost thereof, and OWNER shall be obligated to remit payment in full to County within thirty (30) calendar days of OWNER's receipt of such bill.

6. *Survey Markers;*

OWNER further agrees that in addition to performing the work herein above specified, all survey monuments, boundary markers and lot staking, shall be installed as required and at the time of final inspection and acceptance by the County.

7. *Liabilities; Indemnification;*

7.1 OWNER shall indemnify and hold harmless the County, its officers and employees for any damages arising from any accident, loss or damage to the work or improvements specified in this agreement prior to the completion and acceptance of the same by the County. OWNER shall further indemnify and hold harmless the County, its officers or employees for any injury to persons or property by reason of the work or improvements, and all such liabilities shall be assumed by the OWNER.

7.2 The County, its officers and employees shall not be liable for any portion of the expense of the aforesaid work or for the payment of labor, materials, and equipment furnished in connection therewith.

8. *Traffic Control During Project;*

OWNER shall at all times prior to final acceptance of the Project, provide proper and adequate warning to the traveling public on each and every day, of existing dangerous conditions associated with the work in said streets and easements and will protect the traveling public from such defective or dangerous conditions. It is understood and agreed that until the completion of all the improvement, the OWNER may close, upon notification to the County, all or a portion of any street and easement, whenever it is necessary, to protect the

traveling public during the construction of the improvements. All necessary warning signs, tape, barricades, traffic control signs and guards, etc. will be used by the OWNER to accomplish such protection.

9. *Changes During Construction;*

If, during the course of construction, conditions require changes, alterations or additions to the plans and specifications for the proper and successful completion of the project, the OWNER, the Commission, the County Zoning Administrator, County Engineer, and County Road Superintendent may approve such changes, which shall be in writing, approved by the Commission and OWNER, on a form acceptable to the County. No such changes, alterations or additions shall relieve the financial guarantee provided under this Agreement.

10. *Final Approval and Acceptance;*

Upon final approval and acceptance, the County shall be held harmless for any obligation to maintain the private access roads within the subdivision. All road maintenance shall be the responsibility of the developer and the lot owners.

11. *Applicable Law;*

The improvement requirements described in the current edition of the Carbon County Development Code and any applicable Utah State Codes, herein referred to as "Standards", shall control the installation and completion of improvements required by the County. The Standards are available at the County Zoning Administrator's office and are hereby incorporated by reference into this Agreement.

12. *Attorney Fees, Court Costs;*

Should either party be required to commence an action in Court to enforce any provision of this Agreement, the prevailing party shall be entitled to a reasonable attorney's fee and costs of court.

13. *Successors;*

The provisions of this Agreement shall inure to and be binding upon the heirs, successors, and assigns of the parties hereto.

Dated _____, 20____.

By _____
Commission Chairman

ATTEST: _____
Robert P. Pero, County Clerk/Auditor

OWNER, (please print):_____

OWNER'S SIGNATURE:_____

CARBON COUNTY, UTAH
APPLICATION TO DEVELOP A SUBDIVISION

Date _____

Developer's Name _____

Mailing Address _____

Phone _____

Proposed Subdivision Name _____

Location _____

Number of lots in new subdivision _____

Proposed Lot Size _____

Access: The County Road Department has reviewed the information regarding the above proposed project. Our Review concludes that the following impacts will be:

Brad McCourt, County Road Supervisor, 636-3268

Date

Noxious Weed Review: The County Weed Department has reviewed the location of the above proposed project. Our review concludes that the following mitigation and control requirements are:

Mike Johnson, Supervisor, 636-3270

Date

County Engineer Approval: The County Engineer Department has reviewed the information regarding the above proposed project. Our review concludes the drainage plan and engineering requirements are:

Curtis Page, Engineer, 636-3231

Date

Utah Highway Access: The Utah Department of Transportation has reviewed the information regarding the above proposed project. Our review concludes that the following impacts will be:

UDOT Representative, 636-1470

Date

CARBON COUNTY PLANNING & ZONING DEPARTMENT
THIS SHEET MUST BE SUBMITTED WITH APPLICATION

Project Tracking Schedule

Date _____

ZONE CHANGE REQUEST | _____ to _____
CONDITIONAL USE PERMIT | for _____
SUBDIVISION | _____

OWNER/REQUESTER _____
(mailing address) _____

PHONE NUMBER(S) _____

SITE LOCATION _____
LEGAL DESCRIPTION _____

BRIEF DESCRIPTION OF PROJECT:

DATES:

Application received & fees paid _____

Application submitted by deadline _____

PLANNING COMMISSION MEETING _____

Ad to Sun Advocate _____

Notification of neighbors (certified mail) _____

Placed on Co. Comm. Mtg. agenda _____

COUNTY COMMISSION MEETING _____

Ad to Sun Advocate _____

Plat or legal description to GIS Dept. _____

Final Plat Received _____

Final Plat Signed _____

Final Plat Delivered to Recorder's Office _____

CUP fees assessed _____

CUP fees received _____

CUP issued _____

Given to GIS for Map Updates _____

Checklist:

Comments:

___ Plat ___ Sewer/Septic
___ Access ___ Drainage
___ Water ___ Weeds
___ Fire Flow

ORDINANCE NO. 372

AN ORDINANCE AMENDING THE DEVELOPMENT CODE OF CARBON COUNTY, UTAH, SETTING MINIMUM FIRE FLOW PRESSURE, ADDING CERTAIN CONDITIONAL USES IN CERTAIN ZONES AND ADDING A DEFINITION.

NOW, therefore the Board of County Commissioners of Carbon County, Utah ordains as follows:

Section 1. Ordinance.

- 1.1 Section 10-15D-3.A. of the Carbon County Code is hereby amended to add new Section 10-15D-3.A.4.:

4.a. The minimum pressure standard for fire flow shall be twenty (20) psi under all conditions.

b. The minimum fire flow standards for new residential subdivisions, condominium projects, planned unit developments, factory built housing parks, recreational vehicle courts, commercial and industrial developments within the Price River Water Improvement District boundaries, or served by other purveyors, shall be a minimum of five hundred (500) gallons per minute, with a reduction allowed for the development after consultation with the local fire chief having jurisdiction.

c. A reduction to two hundred fifty (250) gallons per minute shall be allowed if all new dwellings constructed in the development are equipped with an automatic fire sprinkling system.

d. The minimum fire flow standard for new developments in the M&G, RFM, WS, HMZ and MR zones, such as planned mountain home developments, mountain recreation developments, dude ranches, lodging houses, bed & breakfasts, guest cabins, commercial and industrial developments, shall be a minimum of two hundred fifty (250) gallons per minute. There shall be no requirement for individual cabins, dwellings, or accessory structures on existing lots of record or on 40-acre lots.

e. All required fire flow quantities may be reduced or eliminated by the County Commission following a recommendation of the Fire Chief and the Planning Commission during the process of the approval for that particular project or class of projects.

- 1.2. Section 10-9A-2, of the Carbon County Code, Conditional Uses within the *I-1 Light Industrial Zone* shall be amended to add self-storage warehouses as a conditional use.
- 1.3. Section 10-9B-2, of the Carbon County Code, Conditional Uses within the *I-2 Heavy Industrial Zone*, shall be amended to add self-storage warehouses as a conditional use.

- 1.4 Section 10-2-1 of the Carbon County Code, Definitions shall be amended to add the following definition:

Private Camp – the use of private property by the owners of the property, their immediate family, and invited guests, for the purpose of recreation, pleasure, hunting, agricultural and silvicultural activities, either in tents, travel trailers, recreational vehicles or on the ground, for a period of not more than fourteen (14) consecutive days at one location. Owners of travel trailers or RVs used for this purpose shall dispose of sewage at an approved location.

Section 2. Effective Date:

The County Clerk/Auditor is directed to publish this Ordinance once in the Sun Advocate newspaper in compliance with the provisions of Utah Code Annotated Section 17-53-508, and the Ordinance shall become law after such publication.

PASSED, ADOPTED, and ORDERED PUBLISHED this 6th day of October, 2004.

BOARD OF COMMISSIONERS
OF CARBON COUNTY

By:


Michael S. Milovich, Chairman

ATTEST:


Robert P. Pero, County Clerk/Auditor

Date of Publication: August 25, 2005

Commissioner William D. Krompel voted for
Commissioner Steven D. Burge voted for
Commissioner Michael S. Milovich voted for



ORDINANCE NO. 37
Fire Flow - Development Code



QUESTAR GAS
Vernal Operations
1601 E 1700 S
VERNAL UT 84078
Tel 781-4071 • Fax 781-4061
Shelley Fenn@questar.com

SHELLEY FENN
Manager, Eastern Utah Region

Dear Developer:

We look forward to providing safe and reliable natural gas to your project. To help get the natural gas flowing to your project in a more timely and efficient manner, we have created this helpful information packet. A step-by-step checklist of the natural gas installation process is included.

If you have any questions, please contact our Pre-Construction Representative at 435-636-6383.

It is a pleasure to do business with you. It is our goal to provide fast and efficient service to your development.

Sincerely,

A handwritten signature in cursive script, appearing to read "Shelley Fenn".

Shelley Fenn
Manager, Eastern Utah



Standard Residential Pressure For New Construction

Questar Gas' standard residential pressure is four ounces. Questar Gas has received increasing numbers of requests for two-pound-pressure meter sets. Unfortunately, hundreds of these requests have included incorrect information about the necessity of a two-pound meter set.

The Questar Gas Utah Tariff states:

"The sizing and design of meter sets will be established by Company personnel on the basis of the expected deliverability requirements of the customer."

The criteria Questar Gas will use to determine whether a two-pound set is necessary are:

- A deliverability requirement of at least 701 cubic feet per hour;
- The deliverability requirement on a four-ounce meter set will require a fuel-line diameter of 1 1/2 inches or larger in diameter;
- The deliverability requirement on an existing four-ounce set has increased during a retrofit, requiring more fuel than the existing fuel line can supply;
- The equipment specifies a two-pound-pressure requirement.

All other meter installations will be standard four-ounce pressure.

Section 402.1 of the International Fuel Gas Code has been amended to read: In residential occupancies, natural gas service lines shall be no less than 1 inch (25mm) in diameter.

Requests for two-pound meter sets on strip malls, apartment complexes, multiunit condos, or town homes, will be considered on a case-by-case basis.

QUESTAR GAS

Developer checklist

☐ Initiate a request by calling Karen Spigarelli at 636-6383 or email her at karen.spigarelli@questar.com. Please have the following items:

- Name, address and email in which the contract will be initiated in.
- Copy of the recorded plat

☐ Appropriate easements need to be provided on the recorded plat before Questar can begin the design process.

☐ Once the necessary information is received Questar will begin the development design process. When the design is completed you will receive a contract for your signature and payment of fees. The signed contract and payment will need to be submitted with 90 days of the date of the contract or your project may be closed. If it becomes necessary to update, change or redesign your project, you will be responsible for all associated fees.

☐ If it is determined that casings need to be installed under roads a copy of the design will be sent to you indicating where the casings are needed. You will be responsible to install the casings.

☐ Please contact Karen when the casings has been installed, curb and gutter has been installed, and final grade has been established.

☐ A Questar representative will inspect your job site for readiness.

☐ Once it has been determined that your job is ready it will be released to our contractor. Your gas line will be installed within 4 to 6 weeks.

Key points to remember

- A utility easement of at least 10' must be indicated on your approved plat to ensure a clearance of at least 3' from other utilities.

- When installing other utilities start at the edge of the easement and work across so other utilities won't get crowded out of the easement. Also please dig a straight running line.

- Establish final grade with curb and gutter to ensure that the gas lines are installed at the proper depths.

- Clearly mark property lines

- Casings need to be installed at the depth of at least 30" and in the proper location as indicated on the design.

- Questar typically installs service lines opposite side of driveway, preferably 3 ft. back.

- Riser needs to be located at least 3 ft. from electrical box and any permanent opening.

QUESTAR GAS

Project process flow

Step	Who	Process
1	Developer	Developer submits conceptual development to City/County.
2	City/County	City/County engineer or planner discusses with the developer land use requirements, zoning and infrastructure needs. City/County refers developer to utilities to obtain service letter.
3	Questar Gas	Questar Gas representative confirms that natural gas can be provided to the location and mails service letter.
4	City/County	City/County reviews route and impacts, refines the plat as needed and approves for planning and zoning commission meeting agendas.
5	Developer	Developer obtains necessary signatures on plat
6	Questar Gas	Reviews and signs plat
7	Developer	Developer takes signed plat to City/County for planning commission meeting and approval.
8	City/County	Planning and zoning commission issues ruling with any conditions required. If proposal is rejected or materially changed, start at step 2 for revised project.
9	Developer	Developer records approved plat at City/County recorder's office.
10	Developer	Developer initiates request for natural gas by contacting Karen Spigarelli at 636-6383 or karen.spigarelli@questar.com . Service must be requested in the name of the entity that Questar Gas will be working with throughout the project. Developer provides Questar Gas with load size, site plans and other information about the project.